

AG Contract No. KR03-0415TRN
ADOT ECS File No.: JPA 02-198
Project: TEA-YYN-0(003)A
TRACS No. SL 498 02C
5-Year Project Item No. 72203
Section: Old Colorado River
Bridge Painting

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 19th of October, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-334 and 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-952 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of transportation enhancement activities
4. The interest of the State in the project is in the acquisition of expended Federal funds for the use and benefit of the County and to authorize such Federal funds for the project by Federal law and regulations.
5. Such project lies within the boundary of the County and has been selected by the County; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval
6. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County, and FHWA, including actual construction engineering (CE) and administration costs.

NO. 27165
Filed with the Secretary of State
Date Filed: 10/19/04

Janice K. Brewer
Secretary of State

By: Timothy D. Graenewald

7. The work embraced in this agreement is to repaint the historic Old Colorado River Bridge located in Yuma County. The estimated costs are as follows:

Construction TRACS No. SL498 01C

Federal Aid Funds @ 94.3%	\$500,000.00
Estimated County Funds @ 5.7%	\$ 30,200.00
Estimated County Funds @ 100%	<u>\$ 19,800.00</u>

Total Estimated Cost of the Project * **\$550,000.00**

** (includes; design, construction, construction administration, and incidentals)*

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Agree to be the County's authorized agent for the Project and submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction and funding.

b. Approve the project if such project construction funds are available by FHWA for construction of the Project. The State and FHWA hereby designates the County to self-administer the Project.

c. Upon execution of this Agreement, make payments to the County for the direct actual cost of the construction of the Project, plus construction engineering, within thirty- days (30) after receipt and approval of an invoice.

d. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. With the aid and consent of the FHWA and the State using Arizona Procurement Procedures, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the State. Enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications at the lowest bid price.

b. Provide personnel to administer and supervise construction. All construction Project change orders are to be copied to the State. The FHWA will participate in the construction administration cost provided by the County up to 94.3 percent of the construction cost. Construction administration costs not participated in by FHWA shall be borne by the County.

c. Consent to any inspections performed by the State, provide records or audit any books of the County in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and federal government.

d. Upon execution of this Agreement, invoice the State for the estimated 94.3% federal aid construction and construction administration costs addressed under this Agreement.

e. Upon completion of construction, provide for, at its own cost and as an annual item in its budget, perpetual and proper maintenance of the improvements. Maintenance provisions for this agreement may assumed by another governmental entity under the same stipulations.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the construction and construction engineering work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 pertaining to State audit are applicable to this contract. In the event of such an audit, the County will bear all costs associated therewith.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Yuma County
County Engineer
2703 South Avenue B
Yuma, AZ 85364

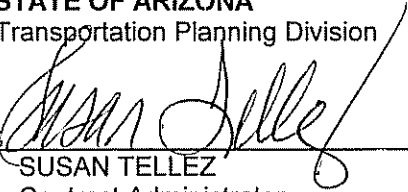
8. In accordance with Arizona revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA
Board of Supervisors

By 
LUCY SHIPP, Chairman

STATE OF ARIZONA
Transportation Planning Division

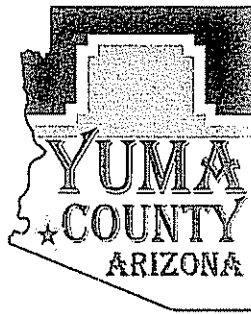
By 
SUSAN TELLEZ
Contract Administrator

ATTEST

By 
SUE STALLWORTH
Clerk of the Board

OFFICE OF THE
BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364

DAVID R. GARCIA
COUNTY ADMINISTRATOR



LENORE LOROÑA STUART
DISTRICT 1
LUCY SHIPP
DISTRICT 2
CASEY PROCHASKA
DISTRICT 3
MARCO A. (TONY) REYES
DISTRICT 4
ROBERT J. (BOB) MCLENDON
DISTRICT 5

STATE OF ARIZONA)

SS.

COUNTY OF YUMA)

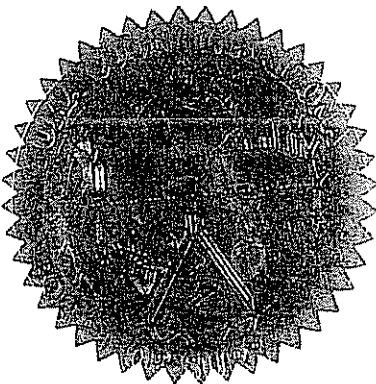
I, Sue Stallworth, Clerk of the Board of Supervisors, do hereby certify that I am required by law to maintain custody of the minutes of the Yuma County Board of Supervisors, and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisors' meeting held September 8, 2004.

No. 32: *Development Services: Approve an Intergovernmental Agreement with the State of Arizona/Department of Transportation for the Old Colorado River Bridge Painting Project.*

For Item No. 32, Supervisor Stuart made a motion, seconded by Supervisor Reyes, to approve and authorize the Chairman to sign an IGA with the State of Arizona through its Department of Transportation for the Old Colorado River Bridge painting project. The motion carried.

In Witness Whereof, I have hereunto set my hand and affixed the Official Seal of the Board of Supervisors. Done at Yuma, the County Seat this 5th day of October, 2004.

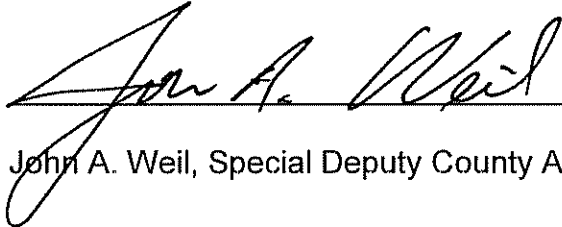
SUE STALLWORTH,
Clerk of the Board



APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed Intergovernmental Agreement, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 30th day of JUNE, 2003



John A. Weil, Special Deputy County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0415TRN (**JPA 02-198**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 14, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", written over a horizontal line.

Susan E. Davis
Assistant Attorney General
Transportation Section